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ABSTRACT

This collective bargaining agreement between Wayne State University and the Wayne State Chapter of the American Association of University Professors covers the period from July 1, 1974 to June 30, 1976. Some issues discussed are: wages, hours, and other conditions of employment for the employees at Wayne State University. (Author/KE)

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AGREEMENT

between

WAYNE STATE UNIVERSITY

and

THE WAYNE STATE UNIVERSITY CHAPTER

OF THE

AMERICAN ASSOCIATION OF

UNIVERSITY PROFESSORS

U S DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

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HE007539

July 1, 1974 to June 30, 1976

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PREAMBLE

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

I.

RECOGNITION AND DESCRIPTION OF UNIT

Wayne State University recognizes the Wayne State University Chapter of the American Association of University Professors as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the employees in the following classifications:

All teaching faculty employed by Wayne State University — one-half fractional time or more in the following classifications: instructors, assistant professors, associate professors and professors and all academic staff employees — one-half time or more in the following non-supervisory classifications and subclassifications thereof: academic advisor, academic services officer, extension program coordinator, archivist, librarian, university counselor assistant, university counselor and university press editor but EXCLUDING assistant deans, associate deans and deans, assistant directors, associate directors, directors, adjunct faculty, research assistants and research associates, department chairmen in the colleges of Liberal Arts, Monteith, Engineering, Medicine, Business Administration, University Admissions Officer, Registrar, University Press Chief Editor and all other executives and supervisory employees and all other employees.

II.

PERSONNEL CLASSIFICATION

A. Information on Classification

The Association shall be provided information quarterly on the current classification of persons in the bargaining unit. The Association shall also be provided, twice a year, a list of the persons in the following excluded classifications:

1) Academic Directors, Academic Associate Directors, Academic Assistant Directors
2) Research Associates
3) Research Assistants
4) All Administrative Assistants

The Association shall be provided information at least monthly on individuals who were added to or deleted from the bargaining unit during the previous month.

B. New Classification Titles

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. The University agrees that if the functions of existing classifications are changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

In the event of a dispute over the inclusion of a new or changed classification into the bargaining unit, or exclusion of a new or changed classification from the bargaining unit, a grievance may be filed under the Grievance Procedure contained in this Agreement.

C. Disputed Classification

A grievance concerning the University's classification of an individual may be filed by the Association under the Grievance Procedure contained in this Agreement, but this provision shall not apply to questions of promotion or tenure.

III.

ADMINISTRATION RIGHTS

All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

IV.

ASSOCIATION RIGHTS

A. The University hereby agrees that all employees of the University in this bargaining unit shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining. There shall be no discrimination by the University because of membership in the Association, or because of activities on behalf of the Association, nor shall any attempt be made to discourage membership in the Association.

B. The University shall not aid, promote, or finance any other group or organization which purports to engage in collective bargaining on behalf of employees in the bargaining unit covered by this Agreement.

V.

ASSOCIATION PRIVILEGES

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.
2. The Association shall be afforded the privilege of scheduling periodic meetings on campus providing appropriate facilities are available. Requests for such space must follow regular University procedures.
3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.
4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.
5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.

B. Information and Data

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary for the Association to prepare for collective bargaining and to implement this Agreement.
2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.
3. The Association shall receive all public Board of Governors documents, including agendas (in advance of the meetings), and minutes of all public meetings.

C. Telephones

The Association may install a 577-telephone extension for which the Association agrees to pay the installation and monthly charges.

D. Parking

The Association may receive two Master parking gate cards (for the regularly assessed fee) which the Association agrees will be used for official Association business only.

VI.

DEDUCTION OF ASSOCIATION DUES AND FEES

A. Authorization for Payroll Deduction for Association Dues and Fees

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues and fees levied in accordance with the By-Laws of the Association from the pay of each member of the bargaining unit who, through the Treasurer of the Association, voluntarily executes a standard form prepared by the University for "Authorization for Payroll Deduction of Association Dues and Fees" deductions.

Any submitted Authorization for Dues and Fees Deduction form which is incomplete or in error will be returned to the Treasurer of the Association.

B. Termination of Deduction Authorization

A member of the bargaining unit who has voluntarily authorized dues and fees deduction will cease to be subject to dues and fees deductions beginning with the month following receipt of a timely written notice to the Payroll Office canceling the authorization for such deductions. Such notice shall be timely if given within thirty (30) days of the anniversary date of the authorization.

C. Payment to the Association

The University will furnish the Treasurer of the Association, no later than the tenth (10th) of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

D. When Dues and Fees Deductions Begin

Dues deduction under all properly executed Authorization for Deduction of Dues forms for each member of the bargaining unit, as

submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the By-Laws of the Association. The deductions shall begin as soon as possible following the receipt by the University of the Authorization Forms.

E. Limit of University's Liability

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues and fees made in accordance with this Article.

F. Refund Claims

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the By-Laws of the Association, refund to the claimant shall be made by the Association.

G. Disputes Concerning Dues or Fees Deductions

Any dispute which may arise as to whether or not a bargaining unit member properly executed or revoked an Authorization for Deduction of Dues and Fees form, shall be reviewed with the individual, an Association-appointed representative, and the University.

H. Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION OR ASSOCIATION DUES

I hereby request and authorize Wayne State University to deduct 0.75% of my gross, regular, bi-weekly earnings (including regular summer earnings, if any) and to increase or decrease this percentage in accordance with the dues schedule, for remittance for my Association dues and/or authorized fees to the Wayne State University Chapter of the American Association of University Professors. I further authorize the University to remit such dues and fees to the Association at such times and in such manner as may be agreed upon by Wayne State University and the Association, at any time while this authorization is in effect.

I hereby waive all rights and claims for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to the Personnel Office, Wayne State University.

NAME _____ SOC. SEC. NO. _____

HOME ADDRESS _____ HOME PHONE _____

CITY _____ STATE _____ ZIP _____

COLLEGE OR DIVISION _____ DEPARTMENT _____

CLASSIFICATION _____ DATE HIRED _____

SIGNATURE _____ DATE _____

WAYNE STATE UNIVERSITY

PERSONNEL DEPARTMENT COPY

VII.

PAST POLICIES

Except as modified by this Agreement, general personnel policies formally approved by the Board of Governors applicable to the entire Teaching Faculty and/or Academic Staff, prior to the date of this Agreement, shall remain in effect for members of this Bargaining Unit.

VIII.

NONDISCRIMINATION

Wayne State University and the Wayne State University Chapter of the American Association of University Professors recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity within the University — both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed there shall be no discrimination on the basis of race, color, religion, political affiliation, political beliefs, political activities, national origin, marital status, age, or sex.

IX.

NO STRIKE / NO LOCKOUT

The Association agrees that, during the life of this Agreement and any extensions thereof, neither its officers nor its representatives will for any reason, directly or indirectly, call, sanction, approve any strike, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, picketing, or any other form of interference which affects the operation of the University.

In the event that any member or members of the bargaining unit represented by the Association engage in any of the above activities, the President of the Association or a representative thereof shall, upon request from the appropriate University official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their regular duties. The University reserves the right to take appropriate action where Association activities result in interference with any operation of the University.

The University agrees that during the term of this Agreement or any extensions thereof, it will not lock out any bargaining unit members covered by this Agreement.

X.

LAY-OFF AND RECALL PROCEDURES

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. In such cases the following language shall apply.

The University President, or his designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems which may arise because of a need to make such reductions in personnel.

Layoffs and recalls shall be made from among bargaining unit members in the affected units, departments, programs or colleges consistent with the educational goals and program specialties of the affected departments, programs, colleges or units in the following order:

A. Layoffs

1. A member of the bargaining unit about to be placed on layoff status shall be given preference in filling other vacant academic positions in the University for which he/she is qualified.
2. Non-tenured and non-continuing service persons, whose initial employment or contract renewal occurred after the date of this Agreement, shall be laid off during the term of their contracts, with those having the most service in the particular unit being laid off last.
3. Tenured and continuing service persons shall be laid off with those having the most service in the particular unit being laid off last.

B. Notice

Notice of layoff shall occur as follows:

1. Non-tenured or non-continuing service persons, whose initial employment or contract renewal occurred after the date of this Agreement, and who are to be laid off during the terms of their contracts, shall receive six (6) months' notice if the term contract expiration date is less than twelve (12) months away

and shall receive twelve (12) months' notice if the term contract expiration date is more than twelve (12) months away.

2. Tenured or continuing service persons who are to be laid off shall receive eighteen (18) months' notice.

C. Recall

Recall shall be in the following order:

1. Bargaining unit members who have tenure or continuing service shall have recall rights for two (2) years for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position if the University is provided information on an annual basis that a previously laid off employee is available and if that laid off employee is qualified for that position.
2. Bargaining unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

XI.

PARTICIPATION IN ASSOCIATION ACTIVITIES

Since the American Association of University Professors has historically been a professional organization, professional participation in Association Activities shall be credited as University service in the same manner that other professional service is credited.

XII.

COMPENSATION

Adjustments in the compensation of individual faculty members and academic staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the Unit.

In such cases, there shall be prior review with the appropriate Department, College, or Unit salary committee except in unusual circumstances where it is impractical.

The University's implementation of any such salary and/or fringe benefits shall be reported to the salary committee of the Unit and the Association and the required funds shall not be taken from current or future bargaining unit negotiated compensation increase pools.

A. Salary Adjustments for 1974-75

Effective July 1, 1974 for twelve-month employees and the first regular pay period associated with the beginning of the Fall Quarter, 1974 for nine-month employees, all bargaining unit members who served the University during 1973-74 and who were on the payroll as members of the bargaining unit as of June 12, 1974 shall be eligible for the following salary adjustments:

1. *Across-the-Board Salary Adjustments*

   Bargaining unit members on both nine-month and twelve-month contracts shall have their 1973-74 salaries increased by 9% on the first $10,000 of salary plus 4% on the second $10,000 of salary plus 2% on the third $10,000 of salary.

2. *Promotional Salary Adjustment*

   Each bargaining unit member who is promoted to a higher rank effective between July 1, 1974 and June 30, 1975 shall receive, effective the date of promotion, an increase in base salary of $500 or an increase to the minimum salary of the new rank, whichever is greater.

3. *Academic Staff Adjustments*

   Academic staff bargaining unit members who have been members of the academic staff classification at Wayne State University continuously since December 31, 1967 shall receive an increase of $200 in their base salaries.

4. *Rank Range Adjustment for Faculty*

   Each bargaining unit faculty member who has held his/her October 1, 1974 rank continuously since December 31, 1966 and whose 1973-74 salary was below the 1973-74 median salary for that rank, shall receive a salary adjustment equal to the difference in these two salaries provided that no adjustment shall exceed $1,000 under this paragraph.

5. *Women's Equity Adjustments*

A committee of eight persons, four appointed by the University and four appointed by the Association, shall make recommendations for salary adjustments for women members of the bargaining unit whose salaries are inequitably low. Such adjustments shall not exceed a prorated cost of $40,500 during 1974-75 and $122,000 during 1975-76. A majority vote of the committee shall be required for salary adjustment recommendations or for any reduction in the total amount allocated for women's equity adjustments.

6. *Other Equity Adjustments*

A committee of four persons, two appointed by the University and two appointed by the Association shall make recommendations for salary adjustments for members of the bargaining unit whose salaries are inequitably low. Such adjustments shall not exceed $15,000 for 1974-75.

7. *Faculty Merit Adjustments*

There shall be fifty (50) $1,000 merit adjustments and one hundred ninety (190) $500 merit adjustments awarded to faculty members of the bargaining unit. Each faculty member may submit his/her application for a merit adjustment. The President shall allocate the merit awards on two bases: (1) a fraction to the several schools and colleges and (2) the remainder on a University-wide basis. After appropriate faculty, chairmen, and dean review and evaluation, a committee of eleven persons, eight of whom are bargaining unit faculty members chosen by the President from a slate of sixteen nominees furnished by the University Council, two of whom are University Administration representatives appointed by the President, and chaired by the Provost or his designee, shall evaluate and rank all applicants and make its recommendation to the President. The merit increases shall accrue to the base salaries.

8. *President's University-wide Salary Adjustment Fund*

The President shall make additional selective salary adjustments in the amount of $80,000 to members of the bargaining unit. The Association shall be notified of the adjustments made under this paragraph.

9. *Unallocated Funds*

Any allocated funds not expended under paragraphs A.5 and A.6 of this Section shall be allocated as additional merit funds under paragraph A.7.

10. *Salary Committees*

In each department of the Colleges (Schools) of Business Administration, Engineering, Liberal Arts, Medicine, and in each division of the Colleges of Education, Monteith, and Pharmacy and Allied Health, there shall be a Department/Division Salary Committee and in each of the Colleges (Schools or Divisions) of Health and Physical Education, Law, Lifelong Learning, Nursing, and Social Work, there shall be a College Salary Committee.

There shall also be Salary Committees for librarians, and for academic advisors in the College of Liberal Arts.

The Faculty (Library, Liberal Arts Advisors) Salary Committee shall consist of not less than three tenured members of the Tenure/Promotion Committee of the faculty of that department (college) elected by its faculty, and such other department (college) faculty who are bargaining unit members as the faculty of that department (college) may elect. A majority of the committee membership shall consist of tenured faculty members. If a department or unit has three or fewer than three tenured faculty members, such faculty members shall constitute the majority of the committee. The department chairman/division head (or dean or director in those units which have only College Salary Committees) shall serve as chairman of the Department/College Salary Committee without vote.

11. *Grievances*

No individual may grieve his/her salary adjustment under paragraphs A.5, A.6, A.7, and/or A.8 of this section.

B. Salary Adjustments for 1975-76

Effective July 1, 1975 for twelve-month employees and the first regular pay period associated with the beginning of the Fall Quarter, 1975 for nine-month employees, all bargaining unit members who served the University during 1974-75 and who were on the payroll as members of the bargaining unit as of June 11, 1975 shall be eligible for the following salary adjustments:

1. *Across-the-Board Salary Adjustments*

There shall be an across-the-board increase averaging 5.15% of the 1974-75 base salaries of the eligible bargaining unit members. Bargaining unit members on both nine-month and twelve-month contracts shall have their 1974-75 salaries increased by 7% on the first $10,000 of salary plus 4% on the second $10,000 of salary plus 2% on the third $10,000 of salary.

2. *Promotional Salary Adjustments*

   Each bargaining unit member who is promoted to a higher rank effective between July 1, 1975 and June 30, 1976 shall receive, effective the date of promotion, an increase in base salary of $500 or an increase to the minimum salary of the new rank, whichever is greater.

3. *Academic Staff Adjustments*

   Academic staff bargaining unit members who have been members of the academic staff classification at Wayne State University continuously since December 31, 1968 shall receive an increase of $200 in their base salaries.

4. *Faculty Merit Adjustments*

   There shall be fifty (50) $1,000 merit adjustments and one hundred seventy-two (172) $500 merit adjustments awarded to faculty members of the bargaining unit as specified in Section A., Paragraph 7 of this Article.

5. *President's University-wide Salary Adjustment Fund*

   The President shall make additional selective salary adjustments in the amount of $87,000 to members of the bargaining unit. The Association shall be notified of the adjustments made under this paragraph.

6. *Salary Committees*

   There shall be salary committees as specified in Section A.10. of this Article.

7. *Grievances*

   No individual may grieve his/her salary adjustment under paragraphs B.4 or B.5 of this section nor may any individual considered under paragraphs 5, 6, 7 or 8 of Section A of this Article grieve salary matters relating to these sections during the life of this Agreement.

C. Cost of Living Supplements for 1974-75 and 1975-76

The University and the Wayne State University Chapter of the American Association of University Professors agree that bargaining unit members shall receive a Cost of Living Supplement as follows:

1. The amount of the Cost of Living Supplement shall be calculated as provided below in accordance with changes in the U.S. Bureau of Labor Statistics Consumers Price Index for Urban Wage Earners and Clerical Workers in Detroit (1967=100) herein referred to as the Detroit Index.

2. Effective April 1, 1975, each employee covered by this Agreement and who is eligible as described in paragraph 4 below, shall receive a Cost of Living Supplement at the rate of $3.00 per year for every 0.1 increase in the Detroit Index between July 1974 and February 1975 to be paid in quarterly installments not to exceed $65.00 each.

   The supplements shall be payable no later than the third full pay period following the quarterly effective dates of April 1, 1975, July 1, 1975, October 1, 1975 and January 1, 1976.

3. In addition, effective April 1, 1976 and payable no later than the third full pay period following April 1, 1976, the quarterly Cost of Living Supplement shall be increased at the rate of $3.67 per year for every 0.1 increase in the Detroit Index between February 1975 and February 1976. The maximum Cost of Living Supplement payable over the term of this Agreement shall be $471.00.

4. To be eligible for a given quarterly supplement, an employee must have received a regular salary check on the payroll date shown below:

Supplement Date	*Payroll Eligibility Date*
April 1, 1975	March 12, 1975
July 1, 1975	June 4, 1975
October 1, 1975	September 10, 1975 (for 12-month employees); June 18, 1975 (for returning 9-month employees)
January 1, 1976	December 17, 1975
April 1, 1976	March 10, 1976

   Employees eligible for a given quarterly supplement will all receive checks for the same gross dollar amount.

5. In no event will a decline in the Detroit Index provide the basis for a reduction in the previously determined supplement amount. Cost of Living Supplement payments provided for in this Agreement shall not be incorporated into the employee's base salary.

6. The parties agree that the continuance of the Cost of Living Supplement for the duration of this Agreement is dependent upon availability of the Detroit Index in its present form and calculated on the same basis as the Detroit Index for July 1973 unless otherwise agreed by the parties. Should the BLS discontinue or change

the basis of calculating the Detroit Index, the parties agree to ask the BLS to continue the existing agreement on a consistent basis for the duration of this Agreement.

7. The Cost of Living Supplements provided for under this Agreement shall end on June 30, 1976, and the University shall have discharged its obligations under this Article by payment of the Cost of Living Supplement for the second quarter of 1976.

D. Salary Schedules

1. *Faculty*

The salary schedules, applicable to all colleges, schools, and divisions of the University for the four regular instructional ranks for nine-month appointees, are given below. The schedule for faculty members on twelve-month assignments is 120% of the corresponding nine-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article and such adjustments shall be implemented without separate Board approval.

a. SCHEDULE FOR 1974-75

	9-month		*12-month*	
Rank	*Minima*	*Maxima*	*Minima*	*Maxima*
Instructor	8,950	12,800	10,740	15,360
Assistant Professor	10,450	19,100	12,540	22,920
Associate Professor	13,300	24,300	15,960	29,160
Professor	16,200	32,400	19,440	38,880

b. SCHEDULE FOR 1975-76

	9-month		*12-month*	
Rank	*Minima*	*Maxima*	*Minima*	*Maxima*
Instructor	9,400	13,450	11,280	16,140
Assistant Professor	11,000	20,100	13,200	24,120
Associate Professor	14,000	25,500	16,800	30,600
Professor	17,000	34,000	20,400	40,800

2. *Academic Staff*

The salary schedules applicable to academic staff classifications for twelve-month appointees are given below. The schedule for

academic staff members on nine-month appointments is 5/6 of the corresponding twelve-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Sections A, B, and C of this Article and such adjustments shall be implemented without separate Board approval.

a. SALARY SCHEDULE FOR 1974-75

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	8,467	11,000
Academic Advisor II	5	9,849	12,832
Academic Advisor III	8	11,980	15,436
Academic Advisor IV	12	14,399	18,845
Academic Services Officer I	4	9,158	11,980
Academic Services Officer II	8	11,980	15,436
Academic Services Officer III	11	13,823	17,993
Academic Services Officer IV	15	16,242	21,392
Archivist I	5	9,849	12,832
Archivist II	8	11,980	15,436
Archivist III	11	13,823	17,993
Archivist IV	15	16,242	21,392
Extension Program Coordinator I	5	9,849	12,832
Extension Program Coordinator II	9	12,614	16,231
Extension Program Coordinator III	13	15,032	19,629
Financial Aids Officer Assistant	4	9,158	11,980
Financial Aids Officer I	7	11,289	14,710
Financial Aids Officer II	11	13,823	17,993
Health Physicist I	6	10,598	13,857
Health Physicist II	8	11,980	15,436
Librarian I	5	9,849	12,832
Librarian II	8	11,980	15,436
Librarian III	11	13,823	17,993
Librarian IV	15	16,242	21,392
University Counselor Assistant I	2	7,833	10,218
University Counselor Assistant II	4	9,158	11,980
University Counselor I	7	11,289	14,710
University Counselor II	11	13,823	17,993
University Counselor III	15	16,242	21,392
University Press Editor I	2	7,833	10,218
University Press Editor II	5	9,849	12,832

b. SALARY SCHEDULE FOR 1975-76

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	8,903	11,567
Academic Advisor II	5	10,356	13,493
Academic Advisor III	8	12,597	16,231
Academic Advisor IV	12	15,141	19,816
Academic Services Officer I	4	9,630	12,597
Academic Services Officer II	8	12,597	16,231
Academic Services Officer III	11	14,535	18,920
Academic Services Officer IV	15	17,078	22,494
Archivist I	5	10,356	13,493
Archivist II	8	12,597	16,231
Archivist III	11	14,535	18,920
Archivist IV	15	17,078	22,494
Extension Program Coordinator I	5	10,356	13,493
Extension Program Coordinator II	9	13,264	17,067
Extension Program Coordinator III	13	15,806	20,640
Financial Aids Officer Assistant	4	9,630	12,597
Financial Aids Officer I	7	11,870	15,468
Financial Aids Officer II	11	14,535	18,920
Health Physicist I	6	11,144	14,571
Health Physicist II	8	12,597	16,231
Librarian I	5	10,356	13,493
Librarian II	8	12,597	16,231
Librarian III	11	14,535	18,920
Librarian IV	15	17,078	22,494
University Counselor Assistant I	2	8,236	10,744
University Counselor Assistant II	4	9,630	12,597
University Counselor I	7	11,870	15,468
University Counselor II	11	14,535	18,920
University Counselor III	15	17,078	22,494
University Press Editor I	2	8,236	10,744
University Press Editor II	5	10,356	13,493

E. Recommended Salaries for New Bargaining Unit Members

Insofar as practicable, the department chairman (or appropriate administrative officer) shall consult with the appropriate salary committee regarding initial salaries of prospective members of the bargaining unit.

F. Medical Insurance

1. Medical insurance is available to members of the bargaining unit through contracts and agreements executed by the University with Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). All such employees working 50% or more time shall be eligible to participate in one of the two programs but not both. The University shall provide a subsidy of payment of full cost for the bargaining unit member's insurance and one-half (½) of the cost of insurance for his dependents based upon the cost of Massachusetts Mutual major medical insurance rates.
2. New members of the bargaining unit should choose one of these programs at time of employment. Dependents may be enrolled at the University group rates within 31 days of the bargaining unit member's effective date of hire.
3. The Massachusetts Mutual plan becomes effective on the date of employment, except when the bargaining unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.
4. The Metro plan becomes effective the first of the month following the month the bargaining unit member becomes employed and completes an application form.
5. In the event the bargaining unit member fails to apply within the first month, he/she will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual plan. If coverage is under the Metro plan, he/she must wait until the next enrollment period.
6. All bargaining unit members who qualify for retirement after age 55 from Wayne State University are eligible for the Retiree's Program of Medical Insurance, which is written by both the Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). Retirees shall be responsible for paying the full premium.
7. The University may cancel the Metro Health Plan (CHA) coverage provided it accords members of the bargaining unit conversion privileges to Massachusetts Mutual coverage and provided there are 6.5% or fewer bargaining unit members participating in the plan.

G. Long Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.

2. Participation begins after the staff member has completed three (3) full years of service at the University.

3. Benefits for an insured staff member begin after six (6) months of continuous total disability for as long as the disability continues or until the affected individual retires, but in any case, not beyond age 65.

4. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from social security and workmen's compensation, is equal to 60% of a person's basic salary up to $1,000 per month, plus 40% of any basic salary in excess of $1,000 per month, but not to exceed a benefit of $1,500 monthly. The monthly income benefit will never be less than $50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF Retirement Plan.

H. Retirement Program

1. Full-time members of the bargaining unit with two (2) years of University service, and who have attained thirty (30) years of age, shall be eligible to participate in the retirement program. Appropriate exceptions may be made only with the approval of the Board of Governors.

2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The participant contributes a minimum of 5% of his/her regular salary, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed between TIAA and CREF according to the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages, but not on overtime or supplemental remuneration for extra services.

3. Full-time members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.

I. Life Insurance

1. All members of the bargaining unit on a fractional or full-time basis will be provided with $5,000 non-contributory life insurance. Bargaining unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible bargaining unit members shall be entitled to elect one of the following:

Option No. 1 $5,000 non-contributory insurance only.

Option No. 2 $5,000 non-contributory insurance plus supplemental insurance equal to one time annual salary.

Option No. 3 $5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

2. A member of the bargaining unit who participated in the Wayne State University TIAA-CREF retirement program for five (5) years and retires after age 55 shall qualify for the retirement life insurance policy in force (currently $2,500) upon retirement, fully paid by the University.

3. A member of the bargaining unit who does not have the five (5) years of TIAA-CREF participation and retires under a University retirement program after age 55 with ten (10) years of University service shall also qualify for the retirement life insurance policy in force (currently $2,500) upon retirement.

4. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

5. Arrangements shall be made with the University's life insurance carrier to issue an optional, emergency, partial life insurance benefit up to two thousand dollars ($2,000) of the five thousand dollars ($5,000) non-contributory, group term life insurance policy provided by the University for each member of the bargaining unit, to a legal beneficiary (other than a minor, guardian of a minor, or the estate of the insured) within twenty-four hours of proper notification of death. "Proper notification" shall consist of the submission to the Staff Benefits Office of a legal death certificate or a letter over the signature of the spouse or a close relative of the deceased. The University shall be responsible for notifying the beneficiary of the availability of this option when the University becomes aware of the death of a member of the bargaining unit.

J. Vacations

Full-time, twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two (22) working days per year. Vacation days earned, but not used, may be accumulated up to forty-four (44) days.

Vacation days must be scheduled in advance with the appropriate chairman or dean/director and shall be approved in accordance with the operational needs of the unit and shall be reported on the University's official Payroll Exception Report.

Upon request of a member of the bargaining unit, the University shall pay the member in advance for the time he/she will be absent on vacation provided that the member gives at least five (5) working days notice of such request and provided that the vacation period for which this advance payment is sought is for at least five (5) working days.

Before termination of employment, or before transfer from a twelve-month to a nine-month appointment, a bargaining unit member shall utilize the vacation days in his/her current vacation bank prior to the agreed-upon termination or transfer date. Under special circumstances, the Provost may waive this requirement.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

K. Holidays

The seven (7) holidays consisting of Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day shall be official University paid holidays. In addition, during 1974-75 only, two (2) other days designated by the University shall be official University paid holidays.

L. Christmas/New Year's Closure

Effective 1975, twelve-month bargaining unit members will be given time off with pay between Christmas and New Year's. Any bargaining unit member required to work between Christmas and New Year's will be given compensatory time off at a later date.

XIII.

LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. *Professional and Personal Leaves*

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons may under certain circumstances be beneficial to both the individual and the University.

a. *Eligibility*

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have two years of continuous, full-time service in the bargaining unit. Under certain circumstances, the Provost or his designated representative may waive the two-year eligibility requirement.

b. *Application for Leave*

The member of the bargaining unit shall submit in writing to his department chairman or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. *Approval*

Upon the recommendation of the department chairman or immediate supervisor and subject to the concurrence of the dean or director, as appropriate, a leave af absence without pay may be granted by the Provost or his designated representative.

d. *Length of Leave*

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety (90) days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pretenure or precontinuing service employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. *Fringe Benefits*

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two years.

f. *Return from Leave*

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned from the University unless he/she was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, he or she must submit a written request for return to work to the department chairman or immediate supervisor. In such cases the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty (30) days receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay is required to take and pass a medical examination given or authorized by the University Health Service before the individual may return to work. If the individual does not pass the examination and has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, he/she shall be placed on the short-term dis-

ability leave for which he/she is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1., and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. *Salary Increases*

The base compensation rate of a member of the bargaining unit shall be augmented by all general increases which he/she would have received had he/she not been on leave and by selective increases approved through the regular channels.

2. *Military Leave*

The University agrees to comply with the Federal and State Veterans Employment Acts.

B. Professional Leaves

1. *Authorized Short-Term Absences*

a. Absences for outside professional activities related to University responsibilities, which necessitate absence from the bargaining unit member's usual University operating location, may be approved with pay for periods up to thirty (30) working days.

b. Requests for authorized absences should be filed by the bargaining unit member with his/her chairman or dean/director at least two (2) weeks prior to the start of the proposed activity and at least three (3) weeks prior to activity outside of the United States.

c. Approval is given by the University President or his designee.

2. *Sabbatical Leaves*

The Provost or his designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than five (5) percent of the members of the bargaining unit with tenure or continuing service may be on sabbatical leave in any one quarter. Under extraordinary circumstances this maximum may be exceeded at the discretion of the Provost.

a. *Eligibility*

1) A sabbatical leave may be granted for one, two, or three quarters to any bargaining unit member who holds continuing service or tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.

2) An applicant shall have served at least eighteen quarters of regular full-time contractual employment in the University since his initial appointment to academic staff or faculty classifications or since a previous sabbatical leave. The elapsed quarters need not be consecutive, but no more than three quarters shall be counted for any one fiscal year.

b. *Applications*

1) Applications for sabbatical leave shall include the following:

(a) The presentation of a definite plan for the scholarly use of the sabbatical leave.

(b) An indication of the specific quarter(s) for which the leave is requested.

(c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

(d) The applicant's agreement to return to service with the University for three quarters in the four-quarter period immediately following expiration of the leave; or to refund the compensation paid him by the University during his leave, unless this obligation is specifically waived or deferred by the University President or his designee.

(e) The applicant's agreement to submit a written report on the extent to which he has achieved the purpose for which the leave was granted.

2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chairman or equivalent administrator no later than January 15 of the fiscal year preceding the University fiscal year in which the leave is to begin, and applications shall be forwarded to the Provost or his designee through normal administrative channels. If there is more than one application for sabbatical leave from a department or equivalent unit, the applications shall be reviewed and ranked by the department or equivalent unit personnel committee; and the report of this committee shall be forwarded to the Provost through normal administrative

channels by February 1 after the January 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 15.

c. *Conditions of Leave*

1) An applicant shall agree to return to service with the University for three quarters in the four-quarter period immediately following expiration of his leave; or to refund the compensation paid him by the University during his leave, unless this obligation is specifically waived or deferred by the University President or his designee.

2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or academic staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the Provost or his designee.

3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean (director) of the candidate's college (division) prior to the filing of the application.

4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole quarters. Exceptions to this regulation require the written approval of the dean or director prior to the filing of the application.

5) For persons employed on the twelve-month payroll, a quarter of service shall be interpreted to mean three (3) calendar months of service.

d. *Length*

1) A sabbatical leave may be granted for one, two or three quarters.

2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the Summer Quarter. Hence the Spring and Fall Quarters of a given *calendar* year are regarded as consecutive.

e. *Sabbatical Leaves Committee*

1) There shall be a University Sabbatical Leaves Committee consisting of six (6) persons and chaired by the Provost or his designee. These six (6) persons shall be selected by the

Provost from a slate of twelve (12) or more bargaining unit members submitted by the University Council. The Provost or his designee shall be a member *ex-officio* of the Committee (without vote).

2) The functions of this committee shall be:
   (a) To evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;
   (b) to advise the Provost of its recommendations; and
   (c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. *Compensation and Benefits*

1) For each quarter on sabbatical leave the individual shall receive as compensation a percentage of the compensation he would have received were he not on leave, such percentage to be determined by the number of quarters elected for the sabbatical leave, as follows:

One Quarter	80%
Two Quarters	70%
Three Quarters	60%

2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were he/she not on leave.

3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank shall be retained pending the individual's return from sabbatical leave.

C. Leaves of Absence With Pay

It is recognized that leaves of absence with pay are appropriate for illness, for personal emergencies, and for the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. *Short-term Disability Leave for Illness*

   a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months' compensation in any twelve-month period. Bargaining unit members shall be responsible for promptly notifying their department chairman, dean, or immediate supervisor of each day of illness absence.

   b. Any member of the bargaining unit, as defined in 1.a., is required to file with the University Health Service a report from his/her attending physician if surgery has been performed, or if he has been absent more than fourteen (14) consecutive calendar days, or for fifteen (15) business days, whether or not consecutive, in any one fiscal year. The University may require additional medical reports by the bargaining member's physician to be filed periodically, and the bargaining unit member may be required to take periodic medical examinations given by (or authorized by) the University Health Service or by a physician mutually agreeable to the University and the member.

   c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen (14) consecutive calendar days is required to take and pass a medical examination given by (or authorized by) the University Health Service before he/she may return to work.

   d. A member of the bargaining unit, as defined in 1.a. who has five (5) or more years of continuous, full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six (6) month short-term disability period.

2. *Mandatory Sick Leave*

   In the event that there is sufficient evidence as determined by the University Health Service, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on Mandatory Sick Leave. The Mandatory Sick Leave Statute is no longer applicable to

members of the bargaining unit; however, decisions made by the University under this contract provision shall be subject to the Grievance Procedure entering at Step Two.

3. *Personal Emergencies*

   a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank as described in Section 1.a. above, and shall be reported on the University's official Payroll Exception Report.

   b. A member of the bargaining unit shall be given a leave of absence with pay for not more than five (5) days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, and grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.

   c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five(5) consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).

   d. After six (6) months of service, a member of the bargaining unit may take up to two (2) days for personal reasons during a fiscal year.

4. *Civic Obligations*

   a. *Court and Related Duties*

      Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining unit member without the written consent of the member.

   b. *Short-term Military Leave*

      Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not to exceed thirty (30) days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

D. Maternity Leaves of Absence

It is recognized that a flexible and effective maternity leave program can facilitate professional continuity for female faculty and academic staff. In this spirit, the following options are available for pregnant members of the bargaining unit:

1. *Short-term Disability Leave*

   For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-term Disability Leave for Illness as specified in Section C.1. of this Article.

2. *Maternity Leave of Absence Without Pay*

   A pregnant member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A. of this Article.

XIV.

FRACTIONAL-TIME EMPLOYEES

All members of the bargaining unit employed fifty percent (50%) time or more (but less than one hundred percent [100%] time) at Wayne State University, shall be fractional-time employees within the bargaining unit. Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full five thousand dollars ($5,000) non-contributory group term life insurance coverage as are provided by the University for full-time members of the bargaining unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the supplemental life insurance option, Social Security, Workman's Compensation, and for official University-paid holidays. Fractional-time members of the bargaining unit who were enrolled in the TIAA-CREF retirement plan while on a full-time basis, may continue to participate in the retirement plan while on fractional time. Effective as of the signing of this Agreement, twelve-month

fractional-time bargaining unit members shall accrue vacation days in proportion to the fraction of time worked. Beginning with July 1, 1972, short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

XV.

ADMINISTRATION-ASSOCIATION MEETINGS

Representatives of the University Administration and representatives of the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

XVI.

ADMINISTRATION OF AGREEMENT

A. The Wayne State University Chapter of the American Association of University Professors and the University administration share responsibility to insure no loss of scheduled teaching duties or other professional academic assignments in carrying out their responsibilities associated with the implementation of this Agreement, except as permitted in Section B. of this Article. Upon written request, the University shall endeavor to re-schedule the regular duties of Association-appointed representatives for reasonable periods of time for the administration of this Agreement.

B. Every effort shall be made to schedule negotiation sessions and other necessary AAUP-University meetings in such a way as to eliminate the loss of scheduled class time, to minimize adjustments of academic staff duty time, and also to limit the number of persons engaged in scheduled sessions or meetings.

C. It is understood that no additional payments to any member(s) of the Association shall be made for time devoted to the handling of scheduled grievance sessions or contract negotiation meetings.

XVII.

GRIEVANCE PROCEDURE

A. Intent

Wayne State University and the Wayne State University Chapter of the American Association of University Professors agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

Nothing in this Grievance Procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University administration.

B. Definition

A Grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

C. Informal Procedure for Handling Grievances

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chairman or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

D. Filing of a Grievance

A grievance may be filed conjointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department, college, division, or bargaining unit wide effect may be filed by the Association at the appropriate step of the procedure provided that no grievance may be initiated at Step Four, unless specifically provided for elsewhere in this Agreement.

E. Formal Procedure for Handling Grievances

Step One:

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on forms provided by the University to the appropriate chairman or other designated administrative official, stating the nature of the grievance, including relevant facts, the provision(s) of the contract alleged to have been violated and the adjustment sought.

The grievance must be presented in writing and receipted by the appropriate University representative within thirty (30) calendar days following the time at which the grievant could have reasonably been aware of its occurrence.

Within seven (7) calendar days of receipt of the written grievance, the appropriate administrative representative shall arrange a meeting among the grievant, an Association-appointed representative and the chairman and, at his discretion, another administrative representative. A written answer to the grievance shall be forwarded by the department chairman to the Association with a copy to the grievant within seven (7) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representatives within twenty-one (21) calendar days after an answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the filing of the grievance.

If a meeting is arranged but a timely written answer is not forwarded to the Association, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the time of the meeting.

Step Two:

If the Association does not accept the answer at Step One, if a timely meeting is not arranged, or if no timely answer is provided, the Association may present the grievance at Step Two. The grievance must be presented to the dean or his designee or the director or his designee.

Within seven (7) calendar days of receiving the grievance, the dean or his designee or the director or his designee shall arrange a meeting among the grievant, one or two Association-appointed representatives and the dean/director or his designee, and at his/her discretion, the chairman and/or a third administration representative to discuss the grievance. A written answer to the grievance shall be forwarded by the dean/director to the Association with a copy to the grievant within ten (10) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after the answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days after the initiation of Step Two.

If a meeting is arranged but a timely answer is not forwarded to the Association, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Three:

If the Association does not accept the answer at Step Two, if a timely meeting is not arranged, or if no timely answer is provided, it may present the grievance at Step Three. The grievance shall be submitted to the Provost or his designated representative.

Within fourteen (14) calendar days of receiving the grievance, the Provost or his designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his designee, and, at his discretion, the dean or his designee, the chairman, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost to the Association with a copy to the grievant within fourteen (14) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after an answer, shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Four of the grievance procedure providing it does so within twenty-one (21) calendar days of the intiation of Step Three.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Four of the grievance procedure provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Four:

The grievance shall be submitted to the President or his designated representative.

The Association and the University President shall each appoint two representatives from within the University who shall meet as a panel within seven (7) calendar days of receipt of the grievance by the President, and, upon examining the record, attempt to reach unanimous agreement. Failing to do so within seven (7) calendar days, they shall then attempt to choose a mutually agreeable fifth person who shall be a full-time employee of a college or university, other than Wayne State University.

If the parties are unable to choose a fifth person within seven (7) calendar days, the American Arbitration Association shall be requested by either or both parties to provide a list of five (5) arbitrators. All five (5) members of this list shall be employed full time by a college or university, other than Wayne State University. The University and the Association shall each rank the five (5) names and strike from the list names that are unacceptable. The American Arbitration Association shall then designate from this list the name that is most acceptable to both parties. If no name from the list is acceptable to both parties, the American Arbitration Association shall be requested to furnish a second list of five (5) names, and the process shall be repeated. In the event that no name is acceptable to both parties from the second list, the Regional Director of the American Arbitration Association shall be asked to designate the fifth person to serve on the panel. This person shall be a full-time employee of a college or university, other than Wayne State University, whose name has not appeared on any of the previous lists.

This five-person panel shall then conduct a hearing to begin as soon as possible after the designation of the fifth person. There shall be no formal rules of evidence, and the panel shall operate in accord with the prevailing rules of the American Arbitration Association. Each party may present its own witnesses, and, if it so desires, the panel may also call witnesses of its own.

The panel's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B. of this Article. The panel shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and its findings shall be consistent with the terms of this Agreement. Also excluded from the panel's jurisdiction are grievances related to salary, promotion, tenure, continuing service, and reappointment, unless provided for elsewhere in this Agreement. The panel shall issue its decision within thirty (30) calendar days after the conclusion of testimony, argument, and submission of briefs.

The award of the panel shall be based exclusively on evidence presented at the hearing. There shall be no appeal from the decision of the panel. It shall be final and binding on the part of the Association, bargaining unit members and the University.

F. Right to Counsel

At any step of the grievance procedure, the appointed representative(s) of either the Association or the administration may be an attorney who is a full-time employee of Wayne State University, or the

representative for the Association may be the Association attorney. An attorney shall not participate at any level of the grievance procedure unless the other party has been afforded an opportunity in advance to have an attorney present.

At Step Four of the grievance procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

G. Extensions of Time Limits

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E., may be extended by mutual agreement. At the option of the grievant, the Association, or the administration, the processing of a grievance (filed by a nine-month employee) which would take place in a summer term in order to meet the time limit specified in this Article, may be postponed until the beginning of the next academic term.

H. Settlements

In no event shall the University's liability antedate thirty (30) days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost, except as provided for in the letter of agreement, Reference: Compensation Settlements, dated March 7, 1973.

I. Expenses

The professional fee and expenses of the fifth person on the panel shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

J. Withdrawal of Grievance

The Association may withdraw a grievance at any step of the grievance procedure, and such withdrawal shall be without prejudice.

K. Rights of Management

While a grievance is pending, all managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

XVIII.

SELECTION ADVISORY COMMITTEES

Every committee formed to seek and recommend candidates for the position of department chairman (or to recommend reappointment

of a department chairman or appointment of an acting chairman) shall include not less than fifty percent (50%) membership of bargaining unit members from the department for which the chairman is being sought, except in the clinical departments of the School of Medicine or in those University departments whose small size makes it impractical to comply with this provision, in which case the membership of the committee shall include not less than fifty percent (50%) bargaining unit members.

Prior to the appointment or reappointment of a chairman or acting chairman in those cases in which there is no selection advisory committee, the dean will consult with the departmental personnel committee, and/or the department tenured faculty, and/or the department tenured and non-tenured faculty.

Every committee formed to seek and recommend candidates for the position of dean, or Director of Libraries (or to recommend reappointment of a dean or Director of Libraries, or appointment of an acting dean or Acting Director of Libraries) shall include not less than twenty-five percent (25%) membership of bargaining unit members from the school, college, or division for which the dean or director is being sought.

Prior to the appointment or reappointment of a dean or acting dean in those cases in which there is no selection advisory committee, the President (or his designee) will consult with a faculty committee from the college.

XIX.

VALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

XX.

DURATION OF AGREEMENT AND CESSATION OF BARGAINING

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of June 30, 1976 when it shall terminate. If either party desires to modify or

amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 1976. Such written notice shall be sent by registered or certified mail to the other party.

The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties and both parties waive their rights to all bargaining on such issues and any other issues unless mutually agreed to by the parties.

XXI.

TERM APPOINTMENTS AND TENURE PROCEDURES

A. Term Appointments

1. A term appointment is an employment contract for a specified period of time. Term appointments shall be in writing and shall indicate compensation and the period of the appointment. Any special conditions related to the term appointment shall be included in the letter of offer.

2. Qualified individuals, upon the recommendation of the departments/divisions and colleges, may be granted, in the ranks of instructor and above and in the academic staff classifications, successive term appointments which are limited to a maximum of seven years of full-time service at this University. Prior full-time service in the rank of assistant professor or higher at an accredited baccalaureate granting institution shall be counted for up to three years unless the faculty member and the dean concur in a request for a reduction in service credit during the faculty member's first year at Wayne State University.

3. Appointment procedures shall provide written notice of nonrenewal of appointment at least six months prior to expiration of a one-year term appointment. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment. Failure to provide notice, however, shall not constitute a basis of claim for tenure.

4. Annually, the chairman, dean or director (as appropriate), after consultation with the unit tenure committee shall discuss with each bargaining unit member on a term contract his/her profes-

sional performance. A summary of this review shall be kept on file in the department/division or college, as appropriate, along with supporting or dissenting material provided by the individual. Neither the summary nor the discussion shall imply any commitment to recommend tenure.

B. Tenure

1. *Definition*

   Tenure is a contractual status previously defined in the Statutes of the Board of Governors. Tenure is granted by the Board of Governors upon recommendation of the President in accordance with the procedures set forth below. There is no right to receive tenure, but there is a right to fair consideration for tenure as prescribed in this Article.

2. *Eligibility*

   Instructors may not hold tenure. Any member of the faculty or academic staff who has completed more than three years full-time service at Wayne State University must, upon application, be considered as a candidate for tenure and formally assessed on the basis of the criteria and according to the procedures described below. Highly qualified individuals may be recommended for tenure regardless of their length of service. In rare and unusual circumstances a fractional-time faculty or academic staff member serving 50% time or more may be granted and hold fractional-time tenure.

3. *Basis for Tenure Recommendations*

   A recommendation for tenure is based upon a candidate's qualifications in the light of specific department/division, college and University considerations. The assessments of a candidate's qualifications shall be based upon excellence in teaching for faculty, excellence in job performance for academic staff, and in scholarly or creative professional achievement as appropriate. Consideration shall also be given to non-instructional service to the department, college, and/or University and/or public and/or professional service which benefits the University.

   Assessments of a candidate's qualifications must take into consideration both performance to date and prospects for continued excellence based on that performance.

   There shall be no establishment of a fixed proportion of tenured to non-tenured faculty in the University, in any college, or in any department or division.

4. *Procedures*

a. *Faculty Recommendations for Tenure*

1) Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, Monteith, and Pharmacy and Allied Health, and each of the Colleges/Schools of Health and Physical Education, Law, Nursing, Lifelong Learning, and Social Work, shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those department/college factors that may have a bearing on the tenure recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean of the college prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of that academic year.

2) *Department/Division Committee*

The faculty of each department in the Colleges/Schools of Business Administration, Engineering, Liberal Arts, and Medicine, and each division in the Colleges of Education and Monteith shall elect a committee of tenured faculty which shall be responsible for evaluating candidates and for making tenure recommendations. A two-thirds vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The department/division chairman shall serve ex officio as chairman of the committee without vote. The recommendations of the committee for the granting of tenure together with its assessments and supporting documents shall be forwarded to the department/division chairman.

3) *Department/Division Chairman*

Upon receipt of the department/division committee recommendations the chairman shall attach his recommendations and shall forward both sets of recommendations to the dean of the college. The chairman, after consultation with the department/division committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and assessments shall be forwarded to the dean; the committee may also forward its assessments and supporting documents to the dean. The chairman shall notify a faculty member when the department/division committee has recommended him/her for tenure or when

the chairman initiates a recommendation for tenure. A faculty member may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the dean of the college and it is the faculty member's fourth, fifth or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the chairman.

In a department/division with fewer than three tenured faculty members, including the chairman, the chairman shall possess the authority and functions of the department/division committee.

4) *College Committee*

The faculty of each college shall elect a committee of tenured faculty which shall be responsible for evaluating candidates and for making tenure recommendations. A two-thirds vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The dean (or his designee) shall serve ex officio as chairman of the committee without vote. The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents.

Except for the colleges listed in Section B.4.a.2) of this Article this section describes the procedures for the first formal consideration of candidates for tenure.

5) *Dean of the College*

Upon receipt of the college committee recommendations the dean shall attach his recommendations to those of the committee. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean, after consultation with the committee, may also intiate recommendations for the granting of tenure which, along with supporting documents and assessments, shall be forwarded to the Office of the President. A faculty member of a college not listed in Section B.4.a.2) may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the Office of the President for those faculty members considered at the college level and it is the faculty member's fourth, fifth or sixth year of service at Wayne State University, the faculty member shall be so notified in writing by the dean.

b. *Academic Staff Tenure Recommendations*

1) The University Library, the Academic Advising Division in the College of Liberal Arts and the dean/director in all other units where academic staff personnel are assigned, shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those department/division/college factors that may have a bearing on the tenure recommendations. Such statements shall be reviewed biennially and must receive the approval of the dean/director prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of that academic year.

2) *University Librarians, Academic Advisors in the College of Liberal Arts*

(a) University Library and Academic Advisors in the College of Liberal Arts Tenure Committees

The librarians of the University Library and the academic advisors in the College of Liberal Arts shall each elect a committee of tenured members which shall be responsible for evaluating candidates and for making tenure recommendations. A two-thirds vote of the membership of the committee shall be required for a recommendation for the granting of tenure. The director or dean (or his designee) shall serve ex officio as chairman of the committee without vote. The recommendations of the committee shall be forwarded to the director/dean with its assessments and supporting documents.

(b) Director of the University Libraries and Dean of the College of Liberal Arts

Upon receipt of the Library or Academic Advisor tenure committee recommendations the director or dean (or his designee) shall attach his recommendations to those of the committee. Those recommendations that have received the endorsement of the tenure committee and/or dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The director or dean (or his designee), after consultation with the committee, may also initiate recommendations for the granting of tenure which, along with supporting documents and

assessments, shall be forward to the Office of the President. A candidate may withdraw his/her name from consideration for tenure. If no recommendation for tenure is being sent to the Office of the President for a candidate, and if it is the candidate's fourth, fifth or sixth year of service at Wayne State University, the candidate shall be so notified in writing by the director or dean.

3) *Other Academic Staff Classifications*

Those academic staff members who are in classifications other than librarian or academic advisor in the College of Liberal Arts shall be evaluated for the purpose of making tenure recommendations by their deans/directors (or their designees). The dean/director shall notify an academic staff member when a recommendation for tenure has been initiated. A candidate may withdraw his/her name from consideration. If no recommendation for tenure is being sent to the Office of the President for an academic staff member, and if it is the academic staff member's fourth, fifth or sixth year of service at Wayne State University, the academic staff member shall be so notified in writing by the dean/director.

c. *Office of the President*

The Office of the President shall review all recommendations for tenure forwarded from the various colleges, schools and divisions for the purpose of making a final decision upon whether to recommend tenure.

A committee of seven persons shall be appointed by the President from a slate of at least fourteen tenured faculty members nominated by the University Council which shall advise the Provost on faculty tenure cases for which he seeks counsel. The Provost shall submit to the committee and the committee shall consider those cases in which his decision is not to recommend tenure. If the committee disagrees with the Provost's decision not to recommend tenure, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other tenure decisions.

In cases where the candidate is a member of the academic staff, the committee shall consist of three academic staff members appointed by the President from a slate of at least six tenured

academic staff members nominated by the University Council along with four members from the faculty committee defined above.

The President retains the ultimate right to initiate or review any tenure recommendation, including the assessment of the candidate's qualifications, and to make affirmative recommendations to the Board of Governors. If the President does not recommend for tenure any candidate who received an endorsement for tenure from the college/division committe and/or the dean/director, the candidate may request in writing from the Office of the President, within fifteen days after written notice, the compelling reason(s) for such failure to recommend. The Office of the President will provide such reason(s) in writing within thirty days.

d. *Time Schedule*

Each year the Office of the President shall establish a time schedule for the submission of tenure recommendations at each step of the procedures outlined in this Article.

5. *Appeal Procedures*

a. *Appeal of Department/Division Decisions*

If neither the department/division committee nor the department/division chairman recommends tenure, the candidate may, within fifteen days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department/division tenure committee and/or by the chairman. The candidate may, at his or her option, appear before the committee.

If on reconsideration, the chairman and/or the department/division tenure committee decide to recommend the candidate for tenure, then the chairman shall notify the candidate of the decisions and shall forward the recommendations in the usual manner. But if after reconsideration the chairman and the department/division tenure committee both reaffirm their negative recommendations, then the chairman shall notify the candidate of the decision not to recommend tenure.

In the event that neither the department/division committee nor the chairman recommends the granting of tenure to a faculty member, the candidate may, after reconsideration, forward his/her application for tenure, along with supporting documents, to the dean of the college.

b. *Appeal of the College/Division Decision*

1) *Faculty*

If neither the college committee nor the dean recommends tenure, the chairman and/or the department/division committee may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college tenure committee or the dean.

In those colleges without department/division tenure committees and where there is no recommendation for tenure the candidate may, within fifteen days after written notice of the decision, request reconsideration by the college tenure committee or the dean. The candidate may, at his or her option, appear before the college committee.

2) *Academic Staff*

If neither the librarian or academic advisor tenure committee nor the director or dean recommend tenure, the candidate may, within fifteen days after written notice of the decision, request in writing, reconsideration by the tenure committee or the director or dean. The candidate may, at his or her option, appear before the tenure committee.

In all other colleges/divisions where there is no recommendation for tenure the academic staff member may, within fifteen days after written notice of the decision, request reconsideration by the dean/director. If after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may forward his/her application for tenure, along with supporting documents, to the Office of the President.

c. *Grievance*

If, in the opinion of the candidate and the Association, the failure to recommend the award of tenure was, at any level, based substantially on the candidate's exercise of his constitutional rights or because of a violation of this Agreement, the candidate may file a grievance at Step III of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur.

If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his review of the case, consult with qualified scholars from outside the University.

d. *Initiation of Appeal Procedures*

If a faculty or academic staff member has completed more than three years of full-time service at Wayne State University, he/she may initiate, one time only, the appeal procedure described in Sections B.5.a., B.5.b., and B.5.c. of this Article.

C. Except as specified in this Article, all matters related to term appointments and to tenure are not subject to the Grievance Procedure (Article XVII).

D. Each section of this Article shall be implemented as soon as is practical after the signing of the Agreement except Sections B.4.a.1) and B.4.b.1) which shall be implemented July 1, 1975.

E. Except where modified by this Article the University's existing tenure statute and term appointment statutes shall remain in full force and effect.

XXII.

PROMOTION PROCEDURES

A. Faculty

1. *Definition*

Appointments to the faculty may be made in the ranks of Instructor, Assistant Professor, Associate Professor or Professor. Promotion is the advancement of a faculty member from one of these ranks to the next.

2. *Basis for Promotion Recommendation*

A recommendation for promotion is based upon a candidate's qualifications in the light of specific department/division, college and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based upon excellence in teaching and in scholarly or creative professional achievement as appropriate. Consideration shall also be given to non-instructional service to the department, college and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven abilities, professional experience, and potential for continued professional growth as appropriate to the candidate's current and contemplated ranks.

3. *Procedures*

a. *Recommendations for Promotion*

Each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine, Monteith, and Pharmacy and Allied Health, and each of the Colleges/Schools of Health and Physical Education, Law, Nursing, Lifelong Learning and Social Work, shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those department/college factors that may have a bearing on the promotion recommendation. Such statements shall be reviewed biennially and are subject to the approval of the dean of the college prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of that academic year.

Annually, the unit promotion committee and the chairman or dean/director (as appropriate) shall review each faculty member of the department/college with regard to the appropriateness of his/her rank.

b. *Department/Division Committee*

The department/division tenure committees in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, Medicine and Monteith shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his current rank. The department/division chairman, regardless of rank, shall serve ex officio as chairman of the committee without vote. The recommendations of the committee for promotion, together with its assessments and supporting documents, shall be forwarded to the department/division chairman.

c. *Department/Division Chairman*

Upon receipt of the department/division committee recommendations the chairman shall attach his recommendations and shall forward both sets of recommendations to the dean of the college. The chairman, after consultation with the department/division committee, may also initiate recommendations for promotion which, along with supporting documents and assessments shall be forwarded to the dean; for those cases the com-

mittee may also forward its assessments and supporting documents to the dean. The chairman shall notify a faculty member when the department/division committee has recommended him/her for promotion or when the chairman initiates a recommendation for promotion. A faculty member may withdraw his/her name from consideration for promotion.

In department/divisions with fewer than three tenured faculty members, including the chairman, the chairman shall possess the authority and functions of the department/division committees.

d. *College Committee*

The college tenure committee shall also serve as the college promotion committee and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds vote of the membership of the committee shall be required for a recommendation for promotion. No member of the committee shall be considered for promotion. The dean (or his designee) shall serve ex officio as chairman of the committee without vote. The recommendations of the committee shall be forwarded to the dean togther with its assessments and supporting documents.

Except for the colleges listed in A.3.b. of this Article this section describes the procedures for the first formal consideration of candidates for promotion.

e. *Dean of the College*

Upon receipt of the college committee recommendations the dean shall attach his recommendations to those of the committee. Those recommendations that have received the endorsement of the college committee and/or dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean, after consultation with the committee, may also initiate recommendations for promotion which, along with supporting documents and assessments, shall be forwarded to the Office of the President. A faculty member of a college not listed in A.3.b. may withdraw his/her name from consideration for promotion.

B. Academic Staff

1. *Definition*

Classifications within the academic staff consist of a general classification title and a series of ranks within the class title. A promo-

tion within the academic staff classification is an advancement from one sequential level to the next higher level in that classification.

2. *Librarians in the University Library System*

a. *Basis for Promotion Recommendation*

A recommendation for promotion is based upon a candidate's qualifications in light of specific University Library and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based on excellence in job performance, in scholarly or in professional achievement as appropriate. Consideration shall also be given to non-instructional service to the University Library and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven professional abilities, professional experience and potential for continued professional growth and leadership as appropriate to the candidate's current and contemplated ranks.

b. *Procedures*

1) *Recommendations for Promotion*

The University Librarians shall delineate, as far as is practical, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those University Library factors that may have a bearing on the promotion recommendation. Such statements shall be reviewed biennially and are subject to the approval of the Director of the University Library prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of that year.

Annually, the unit promotion committee and the director shall review each librarian of the University library with regard to the appropriateness of his/her rank.

2) *University Library Promotion Committee*

The University Library tenure committee shall also serve as the promotion committee and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds vote of the membership of the committee shall be required for a recommendation for promotion. No member of the committee shall be con-

sidered for promotion. The director (or his/her designee) shall serve ex officio as chairman of the committee without vote. The recommendations of the committee shall be forwarded to the director together with its assessments and supporting documents.

3) *Director of the University Libraries*

Upon receipt of the committee recommendations the Director shall attach his recommendations to those of the committee. Those recommendations that have received the endorsement of the committee and/or the Director shall be forwarded, along with the supporting documents and and assessments, to the Office of the President. The Director, after consultation with the committee, may also initiate recommendations for promotion which, along with supporting documents and assessments, shall be forwarded to the Office of the President. The Director shall notify a candidate when the committee has recommended him/her for promotion or when the Director initiates a recommendation for promotion. A candidate may withdraw his/her name from consideration for promotion.

3. *Other Academic Staff Classifications*

Promotional opportunities within classification sequence for academic staff members who are in classifications other than librarians in the University Library system shall be made available as authorized position vacancies within the academic staff classifications occur.

As such vacancies occur, they shall be communicated under existing University policies. A vacancy may be filled by promotion, by reclassification or by appointment from outside the University.

Applicants for an existing vacancy shall be judged upon their qualifications and according to the duties and responsibilities of the vacant position.

Under exceptional circumstances an academic staff member may be promoted based on a reevaluation of the position and upon the individual's qualifications, excellence in job performance and demonstrated professional achievement. Vacancy communications for such promotions are not required. If positions upgraded in this fashion later become vacant, they may be filled at a lower rank.

C. Office of the President

The Office of the President shall review all recommendations for

promotion forwarded from the various colleges, schools and divisions for the purpose of making a final decision upon whether to grant or to recommend promotion in accordance with the authority delegated to the President by the Board of Governors.

The Provost Tenure Advisory Committee shall also serve as the Promotion Advisory Committee and shall advise the Provost on faculty and academic staff promotion cases for which he seeks counsel. The Provost shall submit to the committee and the committee shall consider those cases in which his decision is not to recommend promotion. If the committee disagrees with the Provost's decision not to recommend promotion, the committee's recommendation will be transmitted to the President. The Provost may also seek the committee's counsel on other promotion decisions.

The President retains the ultimate right to grant or recommend promotion. If the President does not recommend for promotion any faculty member or librarian who received an endorsement for promotion from the college/division committee and/or the dean/director or any academic staff member other than librarian who received an endorsement for promotion from the Provost's Promotion Advisory Committee, the candidate may request in writing from the Office of the President, within fifteen days after written notice, the compelling reason(s) for failure to grant or recommend promotion. The Office of the President will provide such reason(s) within thirty days.

Each year the Office of the President shall establish a time schedule for the submission of promotion recommendations at each step of the procedures outlined in this Article.

D. Appeal Procedures

1. *Notification*

   A faculty member or academic staff member may request written notification from the chairman/dean/director (as appropriate) if he/she is not being recommended for promotion.

2. *Initiation of Appeal Procedures*

   a. *Faculty*

      According to length of full-time service in rank at Wayne State University as follows — instructor, after three years in rank; assistant professor, after five years in rank; and associate professor, after eight years in rank — faculty members may initiate the appeal procedures described in Sections D.3., D.4.a., and D.5. of this Article.

b. *Librarians in the University Library System*

According to length of full-time service in rank at Wayne State University in the University Library system as follows — Librarian I, after three years in rank; Librarian II, after six years in rank; and Librarian III, after eight years in rank — librarians may initiate the appeal procedures described in Sections D.4.b. and D.5. of this Article.

c. *Other Academic Staff Classifications*

After three years of full-time service in rank at Wayne State University an academic staff member may initiate the appeal procedures as described in Sections D.4.c. and D.5. of this Article.

3. *Appeal of Faculty Department/Division Decisions*

If neither the department/division committee nor the department/division chairman recommends promotion, the candidate may, within fifteen days after written notice of the decisions, request, in writing, a reconsideration of the decision by the department/division promotion committee and/or by the chairman. The candidate may, at his or her option, appear before the committee.

If on reconsideration, the chairman and/or the department/division promotion committee decide to recommend the candidate for promotion, then the chairman shall notify the candidate of the decision and shall forward the recommendation in the usual manner. But if after reconsideration the chairman and the department/division promotion committee both reaffirm their negative recommendations, then the chairman shall notify the candidate of the decision not to recommend promotion.

In the event that neither the department/division committee nor the chairman recommends promotion of a faculty member, the candidate may, after reconsideration, forward his/her application for promotion, along with supporting documents, to the dean of the college.

4. *Appeal of the College/Division Decision*

a. *Faculty*

If neither the college committee nor the dean recommends promotion, the chairman and/or the department/division committee may, within fifteen days after written notice of the decision, request, in writing, reconsideration by the college promotion committee or the dean.

In those colleges without department/division promotion committees and where there is no recommendation for promotion

the candidate may, within fifteen days after written notice of he decision, request reconsideration by the college promotion committee or the dean. The candidate may, at his or her option, appear before the college committee.

b. *Librarians in the University Library System*

If neither the librarian promotion committee nor the Director recommend promotion, the candidate may, within fifteen days after written notice of the decision, request in writing, reconsideration by the promotion committee or the Director. The candidate may, at his or her option, appear before the promotion committee.

c. *Other Academic Staff Classifications*

In all colleges/divisions where there is no recommendation for promotion the academic staff member may, within fifteen days after written notice of the decision, request reconsideration by the dean/director. If, after reconsideration the dean/director reaffirms his/her negative recommendation, the candidate may forward his/her application for promotion, along with supporting documents, to the Office of the President.

5. *Grievance* .

If, in the opinion of the candidate and the Association, the failure to recommend promotion was, at any level, based substantially on the candidate's exercise of his constitutional rights or because of a violation of this Agreement, the candidate may file a grievance at Step III of the Grievance Procedure (Article XVII). If the grievance proceeds to arbitration, the arbitrator's authority shall be limited to a determination of whether the alleged violation did occur.

If the arbitrator finds that a violation as specified in this section did occur, then the President shall conduct an appropriate review and may, in his review of the case, consult with qualified scholars from outside the University.

E. Except as specified in this Article, all matters related to promotions are not subject to the Grievance Procedure (Article XVII).

F. Each section of this Article shall be implemented as soon as is practical after the signing of the Agreement except Sections A.3.a. and B.2.b.1.) which shall be implemented July 1, 1975.

XXIII.

REVIEW OF PROFESSIONAL DUTIES

1. If there is a substantial change in the duties of a faculty member which he/she considers contrary to his/her responsibilities, he/she may request review of the department/division or college action by the dean/director.
2. If the faculty member is dissatisfied with the dean/director review, he/she may request a review by a joint faculty and administration committee which shall be appointed by the Provost and which shall review the case and make recommendations to the Provost.

XXIV.

PERSONNEL FILES

All personnel records concerning an individual member of the bargaining unit submitted prior to employment shall be placed in a confidential pre-employment file.

Effective January 1, 1975, a post-employment file will be initiated for each bargaining unit member within the department or college as appropriate. Individual bargaining unit members shall have access to all materials placed in their post-employment file. Letters of evaluation and recommendation concerning a bargaining unit member from persons outside the campus shall be abstracted to protect the anonymity of the author. Indivduals may add to their files any materials they consider appropriate.

XXV.

FACULTY RESEARCH AWARDS

During the life of this Agreement, the University shall provide annually at least the level of funding provided in 1973-74 for faculty research awards and grant-in-aid programs evaluated by the Faculty Research Award Evaluation Committee.

XXVI.

DEPARTMENT AND COLLEGE BY-LAWS

In order to insure orderly conduct of departmental/college affairs, within six months of the signing of the Agreement, the faculty of each department/college shall adopt a set of by-laws consistent with University and/or College statutes and policies. Such by-laws shall be subject to the approval of the dean of the college. Grievances under this Article shall be limited to whether or not such by-laws exist.

XXVII.

TUITION REFUND FOR ACADEMIC STAFF

Effective Winter Quarter, 1975

A. A Tuition Refund Program for members of the academic staff shall provide a tuition refund of up to sixteen (16) credit hours within four consecutive quarters with not more than eight (8) hours in any quarter in a degree granting program in which the members are enrolled. The refund applies to tuition only; incidental fees which may be charged are borne by the academic staff member.

B. It shall be the responsibility of the Office of the Provost to determine eligibility and to authorize payment of tuition refunds to those who qualify.

C. Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administered by the colleges and service offices responsible for these functions.

D. Refunds shall be granted for courses elected in any School or College at Wayne State University.

E. To be eligible for a refund:

1. The staff member must be a full-time regular academic staff member for not less than three (3) months prior to the first day of classes of the quarter for which he/she plans to register. Former Wayne State University students who are regular full-time academic staff members and who were enrolled in an undergraduate program for no less than twelve (12) hours, or a graduate program for no less than eight (8) hours, in the quarter preceding their employment, shall have the three-month waiting period waived. Previous regular employment of six (6) months or more will constitute eligibility.
2. College admission requirements must be met.
3. Total credit hours taken in a given quarter shall not exceed eight (8) hours. Exceptions to this regulation shall be made only upon prior written approval of (a) the dean or director of the unit where the staff member is employed and (b) the dean of the college in which he/she is enrolled as a student, or their designated representatives.
4. A satisfactory grade must be achieved:
   a. For the purpose of establishing eligibility for refund, undergraduate grades of A, B, C, D, and graduate grades of A, B, C, shall be considered satisfactory grades.

b. Grades of I and Y will be reimbursed only after attainment of a satisfactory grade as defined above.

c. Marks of "Incomplete" must be resolved into satisfactory grades within six (6) months following termination of the quarter in which the course was elected.

5. An Application for Tuition Refund Form, listing all courses elected in the quarter, must be submitted to the Office of the Provost immediately after fees are paid and registration completed. Failure to submit an application before the end of the quarter will forfeit refund for that quarter.

6. The academic staff member must remain a regular full-time member on the active payroll for the entire quarter in which he/she makes application for refund.

F. Courses must be taken after the staff member's normal working hours. Exceptions to this regulation shall be made, for one (1) course per quarter, only if the following conditions are met:

1. The course is offered only during working hours.

2. The supervisor is able to arrange adequate coverage of the position.

3. Time taken off is charged to vacation or additional hours are worked to make up the time taken off. (Working during lunch hour shall not be considered a satisfactory make-up arrange-arrangement.)

4. Prior written approval is sent by the dean or director to the Office of the Provost with a statement of how the time is to be made up and is approved by the Provost.

XXVIII.

STUDENT EVALUATION OF FACULTY TEACHING

Each appropriate unit of the faculty shall develop and implement procedures for student evaluation of faculty teaching no later than Fall Quarter, 1975. The results of the evaluations shall be made available to the individual, to the unit committee(s) charged with making personnel decisions, and to the chairman and other appropriate administrative officers. The anonymity of the students shall be preserved.

XXIX.

UNIVERSITY-WIDE COMMITTEES

Unless otherwise stipulated in this Agreement, any University-wide committee on which persons serve officially as representatives of the faculty shall have such representatives appointed by the President (or his designee) from a slate of nominees furnished by the University Council. This slate shall contain two names for each person so appointed. At the option of the University Council additional names may be submitted.

SIGNATORY TO AGREEMENT

WAYNE STATE UNIVERSITY

Edward L. Cushman
Executive Vice President

NEGOTIATING COMMITTEE

Melbourne G. Stewart
Chairman

R. King Adamson

Marie Draper Dykes

Kenneth M. Smythe

WAYNE STATE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Laurence J. Stettner
President

NEGOTIATING COMMITTEE

Ernst Benjamin
Chairman

William E. Dorenbusch

Sally D. H. Heberlein

David S. Herreshoff

Maurice Waters

Donald A. Calkins
Counsel to the Committee

Francine Wehmer
Salary Consultant

Steven A. Lewis
Secretary to the Committee

OCTOBER 18,1974

LETTERS OF AGREEMENT

WAYNE STATE UNIVERSITY

December 20, 1972

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE. *Complimentary Copies*

Dear Professor Kirschner:

Upon request, the University agrees to furnish the Wayne State University Chapter of the American Association of University Professors:

(a) One complimentary copy of all College and Division catalogs and schedules of classes.

(b) Twenty-five complimentary copies of the Wayne State University Faculty and Staff Directory beginning with the 1973 issue.

(c) Twenty-five complimentary copies of any future editions of the Wayne State Faculty Handbook which may be published.

The University also agrees to list the Association office in the Faculty and Staff Directory.

Sincerely yours,

Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

March 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Compensation Settlements*

Dear Professor Kirschner:

This letter refers to Section H. (Settlements) of Article XVII. (Grievance Procedure).

In matters relating to compensation, the University's liability shall not antedate the filing of the grievance by more than six (6) months.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Individual Rights*

Dear Professor Kirschner:

As agreed in our negotiating sessions, the University shall not alter grades and evaluation of students without cause and consultation with the faculty member who prepared the grade or evaluation, if such person is readily available.

In addition, the University shall not compel a member of the bargaining unit to release information concerning any student to any person or agency outside the University.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 9, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Printing of Agreement*

Dear Professor Kirschner:

As agreed in our negotiating sessions, copies of this Agreement will be printed at the expense of the University and shall be provided for each member of the Bargaining Unit. In addition, the Association will receive two hundred complimentary printed copies of the Agreement for its use.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

June 14, 1974

Professor Ernst Benjamin
Chief Negotiator
WSU Chapter, American Association
of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Retirement Committee*

Dear Professor Benjamin:

The University Administration agrees to the formation of a committee consisting of four persons, two appointed by the University and two appointed by the Association, to study the question of early retirement. The committee will be asked to submit a report by February 1, 1975.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

WAYNE STATE UNIVERSITY

September 11, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Faculty Research Award Evaluation Committee*

Dear Professor Benjamin:

In an effort to achieve appropriate representation from the various disciplines, the Provost will consult with the Policy Committee of the University Council prior to the final selection of members of the Faculty Research Award Evaluation Committee.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

MGS:ds

WAYNE STATE UNIVERSITY

September 11, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Faculty Information Bulletin*

Dear Professor Benjamin:

As agreed in our negotiating sessions, the University shall compile, publish and distribute to members of the bargaining unit a faculty information bulletin summarizing policies, procedures, benefits and services available to faculty and academic staff. The faculty information bulletin will be revised and updated when significant changes occur.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

MGS:ds

WAYNE STATE UNIVERSITY

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Hayes and Associates Report*

Dear Professor Benjamin:

As a result of negotiations for the July 1, 1972 to June 30, 1974 collective bargaining agreement it was mutually agreed by the University and the A.A.U.P. that a classification study for most of the classifications of the academic staff was essential in order to enable both parties to bargain effectively. As a result of this understanding Hayes and Associates was retained by the University to conduct such a classification study.

During our most recent negotiations it was not possible to resolve the complications inherent in implementing the recommendations made by Hayes and Associates. Therefore the parties agree that immediately after the signing of the Agreement a committee will be formed to study the impact of such implementation with the goal of finally eliminating conflicts and difficulties in our present classification system.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:gp

WAYNE STATE UNIVERSITY

September 23, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Tuition Scholarship Study*

Dear Professor Benjamin:

During negotiations for the 1974-76 contract both the University and the A.A.U.P. expressed interest in studying the practicality of establishing a University program for providing tuition scholarships to the dependent children of University employees.

It was not possible during negotiations to resolve the various problems which were discussed. Therefore it was mutually agreed that this matter would be referred to the Fringe Benefit Study Committee for evaluation and recommendation as to the possible alternatives available for the implementation of such a scholarship program.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:gp

WAYNE STATE UNIVERSITY

September 25, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *General Salary Adjustments for Former Members of the Bargaining Unit*

Dear Professor Benjamin:

It is agreed that the general salary adjustments for 1974-75 will be paid to each eligible former member of the bargaining unit whose written request is received by the Provost of the University by December 1, 1974.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

WAYNE STATE UNIVERSITY

September 23, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

Dear Professor Benjamin:

In the course of our negotiation sessions attempting to reach a new Agreement between the Association and the University, representatives of the Association have expressed interest in further improvements in the University's Health Insurance Program in the areas of obstetrics and diagnostic x-ray-laboratory coverage.

Therefore, it is agreed that within a reasonable period following ratification of its several new Agreements, the University will schedule a meeting of the Fringe Benefits Study Committee to ascertain the degree of need, cost, and will implement improvements agreed upon.

Sincerely,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

WAYNE STATE UNIVERSITY

Stepmber 25, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Across-the-Board Salary Adjustment for 1975-76*

Dear Professor Benjamin:

In the course of our negotiations it was agreed that the 1975-76 across-the-board salary adjustment would average 5.15% of the 1974-75 base salaries of the eligible bargaining unit members. This across-the-board adjustment would be 7% on the first $10,000 of salary plus 4% on the second $10,000 of salary plus 2% on the third $10,000 of salary. If it is necessary to make some changes in the 7%-4%-2% amounts in order to arrive at the 5.15% average, the University and the Association will meet to discuss and agree upon the appropriate changes.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

WAYNE STATE UNIVERSITY

October 7, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Salary Procedure Advisory Committee*

Dear Professor Benjamin:

It was agreed in the course of our negotiations that a committee consisting of two persons appointed by the University and two persons appointed by the Association would outline the procedures to be used with regard to the faculty merit recommendations as specified in Article XII, Section A.7. The recommended procedures are attached.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

FACULTY MERIT RECOMMENDATION PROCEDURES
1974-75

I. *Department/College Salary Committee*

Each faculty member who wishes to be considered for a merit award shall submit by Friday, November 15, 1974, to his/her department/college salary committee, a completed Application for 1974-75 Merit Award form along with a complete curriculum vitae.

The department/college salary committee shall rate each applicant according to the following scale:

R for meritorious and among the top 5% of the University faculty,

Q for meritorious and among the top 15% of the University faculty,

M for meritorious, or

N for not rated.

In the evaluation of faculty members for merit awards assessments of a candidate's qualifications shall be based upon excellence in teaching and in scholarly or creative professional achievement as appropriate. Consideration shall also be given to non-instructional service to the department., college, and/ University and/or professional service which benefits the University.

In rating the faculty members the committee shall take into account expected performance depending upon the discipline, rank, professional experienc, etc. of the individual faculty member.

In judging teaching competence, the Department/College Salary Committee and the chairman (or division head or dean or director), shall also give consideration to evaluation by students. It must be recognized that teaching occurs not only in the classroom, but also in field experience, laboratories, directed studies, and conferences.

Factors to be considered in the evaluation of creative and scholarly activity include the stature of the individual within his professional community and the quality of his recent contributions to his field. Evidence of creative and scholarly activity includes publication in professional journals, books, invited lectures and seminars, and exhibited or performed works.

The committee shall also provide an evaluation statement on the 1974-75 Merit Award Evaluation form. Each individual shall be informed of his/her letter rating given by the committee. The committee's ratings shall be submitted to the chairman or dean, as appropriate, by Friday, January 17, 1975.

II. *Chairman*

The chairman shall add his/her ratings and evaluation statements to the appropriate forms and submit them to the dean by Friday, January 31, 1975.

III. *Dean*

The dean shall add his/her ratings and evaluation statements to the appropriate forms and submit them to the University Faculty Merit Award Committee by Friday, February 21, 1975.

IV. *University Faculty Merit Award Committee*

The University Faculty Merit Award Committee shall evaluate and rank all applicants and make its recommendations to the President by Friday, March 21, 1975.

It is strongly recommended that the University Faculty Merit Award Committee adopt a rating system whereby each committee member assigns a priority score to each application. The scores are then averaged for each application to determine the relative ranking. Individual cases in which there is a wide disparity in the scoring merit special attention and should be discussed thoroughly.

It is recommended that the slate of nominees for the University Faculty Merit Award Committee submitted by the University Council consist of individuals from a diversity of disciplines and colleges.

WAYNE STATE UNIVERSITY

October 7, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Article XII, Section A.5.*

Dear Professor Benjamin:

It has been agreed that $5,100 will be charged against the women's equity adjustment funds, Article XII, Section A.5., for the salary adjustments for 1974-75 and 1975-76 arising from the settlement of grievances that were still pending at the conclusion of the negotiations on the women's equity adjustment pool.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

WAYNE STATE UNIVERSITY

October 10, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Notification of Termination*

Dear Professor Benjamin:

In the recently negotiated article on "Term Appointments and Tenure Procedures" it was agreed that "Where the term appointment is for two or more academic years, written notice [of termination] shall be provided at least twelve months prior to the expiration of the appointment." (Section A.3.)

The parties have agreed that this portion of Section A.3. will become effective December 18, 1974.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

WAYNE STATE UNIVERSITY

October 10, 1974

Professor Ernst Benjamin
Chairman, Negotiating Committee
American Association of University Professors
Wayne State University Chapter
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Waiver of Prior Service*

Dear Professor Benjamin:

In the recently negotiated article on "Term Appointments and Tenure Procedures" it was agreed that prior service as an instructor would no longer be counted toward the maximum limit of seven years of full-time service at Wayne State University on term appointments. It was further agreed (Section A.2.) that by mutual agreement between a faculty member and the dean there could be a reduction in service credit for prior full-time service as an assistant professor or higher at an accredited baccalaureate granting institution.

The parties have agreed that faculty members already at Wayne State University who have completed no more than five years of combined service as of June 30, 1974 may request a reduction in prior service credit as (a) an instructor or (b) an assistant professor or higher by submitting such request to their dean/director by December 1, 1974 on a standard form which will be furnished.

Sincerely yours,
Melbourne G. Stewart
Associate Provost for
Faculty Relations

MGS:ds

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